

RECORDATION NO. 24960-4 FILED

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WASHINGTON, D.C.

**SURFACE TRANSPORTATION BOARD**

ELIAS C. ALVORD (1942)  
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December 2, 2010

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 "E" Street, S.W.  
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale, dated as of November 30, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement Rider No. 3 previously filed with the Board under Recordation Number 24960-C.

The names and addresses of the parties to the enclosed document are:

Seller: Greenbrier Leasing Company LLC  
One Centerpointe Drive, Suite 200  
Lake Oswego, Oregon 97035

Buyer: Midwest Railcar Corporation  
4949 Autumn Oaks Drive  
Maryville, Illinois 62062

Chief, Section of Administration  
December 2, 2010  
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A description of the railroad equipment covered by the enclosed document  
is:

75 flatcars: AWXX 20551 - AWXX 20575 and GBRX 20657 - GBRX  
20706.

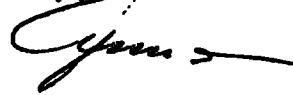
A short summary of the document to appear in the index is:

Bill of Sale.

Also enclosed is a check in the amount of \$41.00 payable to the order of  
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the  
undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W Alvord

RWA/bhs  
Enclosures

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**BILL OF SALE****SURFACE TRANSPORTATION BOARD**

KNOW ALL MEN BY THESE PRESENTS that GREENBRIER LEASING COMPANY LLC, an Oregon limited liability company ("Seller"), in consideration of the sum of \$10.00 to the undersigned to be paid by MIDWEST RAILCAR CORPORATION ("Purchaser") pursuant to the terms of the Purchase and Sale Agreement dated November 30, 2010 (the "Purchase and Sale Agreement") between Seller and Purchaser, has granted, bargained, sold, conveyed, transferred, and delivered and by these presents does bargain, sell, grant, convey, transfer, and deliver unto Purchaser all of Seller's right, title and interest in the seventy-five (75) railcars described on Schedule A attached hereto and made a part hereof, to have and to hold the same unto Purchaser, its successors and assigns forever. Capitalized terms used but not defined herein will have the meanings ascribed to them in the Purchase and Sale Agreement.

The undersigned does for itself and its successors and assigns warrant and represent to Purchaser that such interest is conveyed free and clear of all claims, liens and encumbrances arising by reason of any act or omission of Seller except for the leasehold interest of: ECDC Environmental, LC pursuant to Rider 1 dated as of March 17, 2004, and Rider No. 3 dated as of October 15, 2004, to that certain Equipment Lease dated as of March 17, 2004, by and between Seller, as lessor, and ECDC Environmental, LC, as lessee (the "Riders"), and any liens expressly permitted under the Riders.

EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 8(b) AND 8(j) OF THE PURCHASE AND SALE AGREEMENT, THE RAILCARS ARE SOLD TO PURCHASER BY SELLER ON AN "AS-IS, WHERE-IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE RAILCARS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER.

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be executed this 30<sup>th</sup> day of November, 2010.

GREENBRIER LEASING COMPANY LLC  
("Seller")

By: 

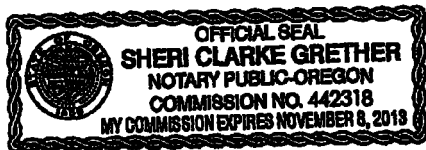
Name: Larry D. Stanley


Title: Vice President

STATE OF OREGON                    )  
  ) SS:  
COUNTY OF CLACKAMAS         )

On this 29 day of November, 2010, before me, a Notary Public of the County and State aforesaid, personally appeared Larry Stanley, to me personally known, who being by me duly sworn, says that he is a Vice President of Greenbrier Leasing Company LLC, an Oregon limited liability company, that the foregoing instrument was signed on behalf of said entity with due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said entity.

AS WITNESS my hand and notarial seal



  
Notary Public  
My commission expires: November 8, 2013

**SCHEDULE A**  
**to Bill of Sale**

**DESCRIPTION OF RAILCARS**

**Lease 1: Twenty-five (25) 85-foot, 110-ton, 286,000 lb. Gross Rail Load, Plate C standard level flatcars equipped to handle four 20-foot containers or two 40-foot containers, each built by TrentonWorks in 2004, and bearing the following reporting marks and numbers:**

**AWXX 20551 through AWXX 20575**

**Lease 2: Fifty (50) 89-foot, 70-ton, Plate F standard level flatcars converted to 110-ton, 286,000 lb. Gross Rail Load, suitable for loading four 20-foot containers, built in 1974 and 1975 by one or more manufacturers including Bethlehem, and bearing the following reporting marks and numbers:**

**Originally identified as bearing reporting marks and numbers AWXX 20657 through AWXX 20706, but currently bearing reporting marks and numbers GBRX 20657 – GBRX 20706**

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

12/21/10



\_\_\_\_\_  
Robert W. Alvord